

REMARKS

The office action mailed December 5, 2003 is acknowledged. Claims 1-55 are pending in the application. Claims 1-11, 19, 22, 32, 34 and 36-50 have been allowed. Claims 12-18, 20, 21, 23-31, 33, 35 and 51-55 have been rejected. In keeping with the foregoing amendments and the following arguments, reconsideration of the rejected claims is respectfully requested.

The rejection of claim 12 must be withdrawn. Claim 12 positively recites, in part, that the exposed portion of the tendon is confined to the cover and that the cover is disposed between the frontside and the backside. Sorkin expressly teaches precisely the opposite of what is claimed, and thus there cannot possibly be a valid case of anticipation. More specifically, Sorkin teaches removing enough of the tendon sheathing to provide an area of exposed tendon (18) for tensioning by the wedges located in the intermediate anchor (14) (col. 2, lines 26 and 27, column 4, lines 46-51). The unsheathed portion of the tendon (72) that extends out from the stressing side (50) and the bearing side (42) of the intermediate anchor is properly sealed with split tubular members (44, 48) that are fitted with an annular seal or O-rings (66, 82, 78). Plainly, the "covers" (however construed by the Examiner) are not disposed between the frontside and the backside, and the unsheathed portion of the tendon plainly is not between the frontside and the backside.

Instead, the unsheathed portion is disposed outside of the cover and is readily visible in Fig. 6. In Fig. 6, the unsheathed or exposed portion of the tendon extends from just to the right of the O-ring 66 to just to the left of the O-ring 82. To say that Fig. 6 shows an unsheathed or exposed portion of the tendon that is confined to the cover and between the front and backsides would require one to completely misconstrue the common meaning of the phrase "confined to the cover . . ." The rejection is fatally flawed and must be withdrawn.

Further, as outlined previously and as reiterated above, there would be no suggestion to modify Sorkin to reach the claimed invention, nor could any such modification to Sorkin be made without destroying the express teachings of the reference. Claim 1 of Sorkin positively recites "an unsheathed portion extending outwardly from a first side and a second side of said anchor member;" Something cannot extend from both sides of an object AND be confined to the object. An element/limitation is completely missing from the cited reference. Moreover, there would be no suggestion to modify Sorkin, nor has any suggestion been supplied, as the reference teaches precisely the opposite of what is claimed. Thus, there

simply cannot be a prima facie case of obviousness for at least these reasons. Accordingly, claim 12 is an allowable form.

Claims 13-18, 20-21, and 23-24 all depend from claim 12, either directly or through intervening claims. Accordingly, these claims are also an allowable form.

Claim 25 positively recites, in part, an intermediate anchor having a backside, a frontside, a cover, and a wedge hole defined within the cover and arranged to receive a wedge, and wherein the cover is sized such that sheathed tendon extends through the intermediate anchor, such that the exposed portion of the sheathed tendon is disposed entirely within the cover.

The notion that the sheath 48 of the reference is the cover as defined by the present specification is preposterous. The Examiner is urged to apply the plain and unequivocal teachings of the reference. Instead, the Examiner appears to be using some form of hindsight in combination with re-constructing the reference to support a flawed rejection. This is improper.

Further, the Sorkin reference teaches precisely the opposite of what is claimed. More specifically, Sorkin teaches, with reference to claim 1 of the reference, that there must be "an unsheathed portion extending outwardly from a first side and a second side of said anchor member." As outlined above, this is precisely the opposite of what is claimed. Moreover, if one were to modify Sorkin in an attempt to reach the invention of claim 25, one would have to ignore much of what Sorkin teaches, and thus there would be no basis to make the modification. Accordingly, the rejection is overcome and claim 25 is an allowable form.

Claims 26-31, 33, and 35 all depend from claim 25, either directly or through intervening claims. Accordingly, these claims are also an allowable form.

The rejection of claim 51 under 35 U.S.C. § 102(b) as being anticipated by Sorkin also is fatally flawed. Claim 51 recites, in part, an intermediate anchor for anchoring a tendon in concrete wherein an O-ring is within the intermediate anchor and can move freely over the sheath of the tendon during installation of the tendon through the intermediate anchor. The O-ring can move freely over the sheath because its inside diameter is sufficiently larger than the outside diameter of the sheath covering the tendon.

Once again, the present action focuses on the wrong aspect of Sorkin. Sorkin teaches using O-rings or annular seals (66, 82, 78) to provide a liquid-tight seal within the split-tubular membrane members (44, 48). The O-rings (82, 66, or 78) of Sorkin are fitted to the

exact size of the tendon (76) and thus do not slide. Depending upon the O-ring used in Sorkin, each O-ring will fit tightly over either the sheathed (76) or unsheathed portion (72) of the tendon (See column 6, lines 25-54). For example, the O-ring 78 forms a liquid-tight seal between the unsheathed portion (72) of the tendon (18), while the O-ring (66) forms a liquid-tight seal between the sheathed portion (76) of the tendon (18). However, the membranes 44, 48 are not O-rings and the membranes 44, 48 can only be installed as stated, before the split tubular membranes (44, 48) have been zip-locked into place. Therefore, the rejection is overcome.

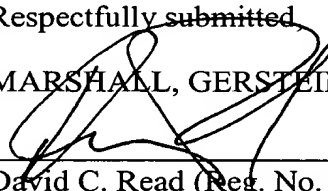
The Reigstad rejection also is flawed, and plainly teaches precisely the opposite of what is claimed by claim 51 with respect to the O-ring limitations. Accordingly, claim 51 and the claims dependent thereon are in allowable form.

In view of the foregoing, the above-identified application is in condition for allowance. In the event there is any remaining issue that the Examiner believes can be resolved by a telephone conference, the Examiner is respectfully invited to contact the undersigned attorney at (312) 474-6612.

Respectfully submitted

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